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U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA

CIVIL ACTION NO.

CV-11-BE-1530-M

Defendants.

2. Defendant Jana Brooks, upon information and belief, is a citizen of the State of Alabama and is the surviving wife of the decedent Jerry Brooks (“Mr. Brooks”).

3. Defendant Angela Caylor, upon information and belief, is a citizen of the State of Georgia and is a daughter of Mr. Brooks.

4. Mr. Brooks, upon information and belief, was a resident of Gadsden, Alabama at the time of his death.

JURISDICTION AND VENUE

5. This is an action for interpleader arising under 28 U.S.C. § 1335 (federal interpleader statute) involving adverse claims to the proceeds of a life insurance policy. Further, the life insurance plan at issue in this case is an employee welfare benefit plan that is regulated by the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

6. There is diversity of citizenship among two or more interpleader defendants. Based upon the minimal diversity of the interpleader defendants and an amount in controversy greater than \$500, this Court has jurisdiction pursuant to 28 U.S.C. § 1335. Because this is an ERISA matter, this Court also has jurisdiction pursuant to 28 U.S.C. § 1331.

7. Venue is proper in the Northern District of Alabama pursuant to 28 U.S.C. § 1397 because at least one interpleader defendant resides in this judicial district. Venue is also proper in the Northern District of Alabama pursuant to 28 U.S.C. § 1391 because this case is brought in the district where a substantial part of the events or omissions giving rise to the claim occurred.

8. Nationwide service of process is authorized under 28 U.S.C. § 2361.

FACTS

9. Mr. Brooks was insured under a group life insurance plan (“the plan”) issued by Minnesota Life to his employer, Goodyear Tire & Rubber. The plan is an employee welfare benefit plan that is regulated by ERISA. Under the plan, Mr. Brooks was enrolled for \$6,700.00 of basic life insurance coverage and \$40,000.00 of supplemental life insurance coverage. The total coverage under the plan for Mr. Brooks was \$46,700.00.

10. Mr. Brooks died on July 24, 2010.

11. On May 7, 2002, Mr. Brooks executed a beneficiary designation form, attached as Exhibit 1, for the life insurance plan when it was administered by MetLife Insurance who was then acting as the insurance carrier.

12. Minnesota Life became the life insurance carrier for this plan on May 1, 2005.

13. When Minnesota Life became the insurance carrier, Mr. Brooks and other plan participants were notified that they were to submit beneficiary designations to Minnesota Life by July 27, 2006. The notifications also stated that if participants failed to designate a beneficiary that benefits would be paid by default and the previous designations would no longer be effective.

14. Minnesota Life had no beneficiary designation on file at the time Mr. Brooks passed away.

15. In a letter sent to Minnesota Life on January 12, 2011, an attorney for Angela Caylor informed Minnesota Life as follows:

...[Minnesota Life] mentioned that the beneficiary reconciliation letters had been sent to my uncle, Jerry Wayne Brooks, on three different occasions, all of which were reportedly sent to 3916 Cloverdale Road, Anniston, Alabama 36207. This was not my uncle's place of residence...

16. Further, it was suggested in the letter that Mr. Brooks, and perhaps other plan participants, "were under the impression...that their named beneficiaries form their former life insurance provider (prior to Minnesota Life) were still in place."

17. Both Jana Brooks and Angela Caylor have contacted Minnesota Life claiming entitlement to the life insurance benefits.

18. On February 22, 2011, Minnesota Life notified Ms. Brooks and Ms. Caylor of their competing claims. Minnesota Life encouraged the defendants to attempt to resolve their competing claims without resorting to litigation.

19. To date, the defendants have not been able to resolve the dispute.

COUNT I

20. Minnesota Life incorporates the allegations contained in paragraphs 1 through 19 as if fully set forth herein.

21. Minnesota Life claims no interest in the death benefit due under the plan and is an impartial stakeholder.

22. Minnesota Life is in doubt as to which of the defendants in this action is entitled to receive the death benefits under the plan or the amount, if any, each interpleader defendant is entitled to receive.

23. Payment of the death benefit, or a portion of the death benefit, to any of the interpleader defendants will expose Minnesota Life to multiple liability.

24. A just and expeditious determination of the proper recipients of the death benefit and the amount that each defendant is entitled to receive requires the defendants to interplead and litigate their claims to Policy proceeds.

25. Minnesota Life is ready, willing, and able to deposit into the Court's registry a check in the amount of \$46,700.00, plus interest, upon issuance of an order granting Minnesota Life leave to deposit the life insurance proceeds. Minnesota Life will abide by any order of the Court relating to the distribution of the interpleader property.

WHEREFORE, Minnesota Life respectfully requests the following relief:

(a) Enjoining the interpleader defendants, their agents, attorneys, and assigns, from instituting or prosecuting any action in any federal, state or administrative forum against Minnesota Life relating to the Policy or benefits due under the Policy;

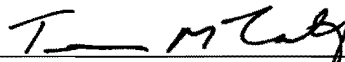
(b) Directing Minnesota Life to deposit into the Court \$46,700.00, representing the death benefit under the Policy, plus interest, minus reasonable attorneys' fees and costs;

(c) Awarding Minnesota Life its reasonable attorneys' fees and costs, which shall be deducted from the amount to be deposited with the Court;

(d) Discharging Minnesota Life from any and all liability relating to the Policy and benefits due under the Policy;

(e) Requiring the interpleader defendants to interplead as to their respective rights to the proceeds of the Policy; and

(f) Granting such other and further relief as the Court deems just and proper.



One of the Attorneys for
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HOURLY ELOVER DESIGNATION OR CHANGE OF BENEFICIARY FORM

Name of Beneficiary (Last, First, Middle)	Sec. No.	Plant or Location Name
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PART I

A. Basic Life Insurance

B. Optional Continuation Life Insurance

C. Accidental Death & Dismemberment

With my assignment in any of the above Plans in Part I, I hereby designate as beneficiary the following; or hereby revoke any previous designation and designate as beneficiary the following:

NAME	RELATIONSHIP
NAME	RELATIONSHIP

(If more than one named, the beneficiaries shall share equally unless otherwise designated.)

The beneficiary(ies) designated above apply to all Plans in Part I. If you wish to designate a different beneficiary for a specific Plan, please indicate on reverse side.

WITNESS (Company Representative) EMPLOYEE SIGNATURE DATE

PART II

EMPLOYEE SAVINGS PLAN (AT DESIGNATED LOCATIONS)

With my assignment in the above Plan under Part II, I hereby designate as beneficiary the following; or hereby revoke any previous designation and designate as beneficiary the following:

NAME	RELATIONSHIP
NAME	RELATIONSHIP

(If more than one named, the beneficiaries shall share equally unless otherwise designated.)

WITNESS (Company Representative) EMPLOYEE SIGNATURE DATE

MARITAL STATUS ☒ Married ☐ Single

NOTE: If married and either then spouse is named beneficiary, spouse must consent below.

I hereby agree to the beneficiary designated above under this Part II.

SPOUSE'S SIGNATURE DATE

WITNESS FOR SPOUSE (Company Representative) DATE

If spouse's signature is obtained by someone other than a Company Representative, that person must be a Notary Public, and this section of the form must be completed as indicated below.

STATE OF COUNTY OF

The foregoing document was signed before me, a Notary Public in and for said County and State, on this _____ day of _____, 19____.

As Notary Public, I have hereunto set my hand and official seal at _____